

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

CAROL SATALA,

Plaintiff,

v.

Case No: 2:19-cv-458-FtM-29NPM

SEMINOLE GULF RAILWAY
LIMITED PARTNERSHIP, a
Foreign Limited Partnership,

Defendant.

ORDER

This matter comes before the Court on the parties' Notice of No Compromise and Joint Stipulation of Dismissal With Prejudice (Doc. #29) filed on May 26, 2020. The parties have reached a settlement and have stipulated to the dismissal of the case. The parties state that plaintiff "did not compromise" her claims brought under the Fair Labor Standards Act (FLSA) for wages and liquidated damages, and that attorney's fees and costs were negotiated separately. Attached to the Notice and Stipulation is a General Release (Doc. #29-1).

"Although inconsequential in the typical civil case (for which settlement requires no judicial review), an employer is not entitled to use an FLSA claim (a matter arising from the employer's failing to comply with the FLSA) to leverage a release from liability unconnected to the FLSA." Moreno v. Regions Bank, 729

F. Supp. 2d 1346, 1351 (M.D. Fla. 2010). The General Release attached to the Notice and Stipulation releases defendant from "any and all manner of action and actions, claims. . .", and "not only all known losses and damages, but any future losses and damages not now known or anticipated. . ." that may or may not be related to the claims under the FLSA. (Doc. #29-1, p. 1.)

A "pervasive release" such as the one in this case confers an extra benefit to the employer, and therefore can be "a windfall at the expense of the unlucky employee" that "fails judicial scrutiny." Moreno, 729 F. Supp. 2d at 1352. A non-cash concession like the general release can be acceptable where a separate consideration has been negotiated. Wilson v. Reliant Real Estate Mgmt., LLC, No. 2:18-CV-692-FTM-38MRM, 2020 WL 2100674, at *4 (M.D. Fla. Apr. 17, 2020), report and recommendation adopted, 2020 WL 2097984 (M.D. Fla. May 1, 2020). The parties do not indicate if additional consideration was provided in exchange for the general release. Therefore, as currently presented, the Court cannot accept that there was no compromise.


Accordingly, it is hereby

ORDERED:

1. The Notice of No Compromise and Joint Stipulation of Dismissal With Prejudice (Doc. #29) is **rejected**.
2. **On or before June 3, 2020**, the parties must either: (1) move for approval of an amended settlement or demonstrate

that plaintiff was provided additional consideration for the general release. If the parties fail to exercise one of these options, the case will proceed as scheduled.

DONE and ORDERED at Fort Myers, Florida, this 27th day of May, 2020.



JOHN E. STEELE
SENIOR UNITED STATES DISTRICT JUDGE

Copies:
Counsel of Record